

DECISION



17138
**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

[Protest of Bid Rejection as Nonresponsive]

FILE: B-200712

DATE: February 27, 1981

MATTER OF: Pensacola Engraving Company

DIGEST:

06218

Bid inadvertently submitted on incorrect price schedule which did not contain prices for certain categories of required services was properly rejected as nonresponsive where solicitation required bidder to bid on all items listed, since omission affects bidder's obligation to perform all work called for in solicitation.

Pensacola Engraving Company (Pensacola) protests the rejection of its bid as nonresponsive under a U.S. Government Printing Office (GPO) solicitation for Program 1437-S for the printing and binding of Campus magazine. We agree with GPO that Pensacola's bid is nonresponsive to the express solicitation requirement to bid on all items listed.

The solicitation contained the following pertinent provisions under the schedule of prices:

"SCHEDULE OF PRICES

Prices quoted are for mailing f.o.b. contractor's city. Bidder must submit a quotation for each item listed. Failure to quote on all items or any other omission, obliteration, or alteration to these specifications or the order and manner of submitting prices herein may be reason for REJECTION OF BID. * * *

- I. COMPLETE PRODUCT: The prices quoted for each of the following items shall be all inclusive for producing and mailing the Campus magazine in accordance with the specifications in this

~~015673~~ 114445

contract. The prices quoted shall include all materials and services necessary for composition, color separations, proofs (including progressives), negatives, printing, paper, binding, packing, affixing furnished preaddressed 'Postage and Fees Paid' mailing labels, and mailing. * * *

II. ADDITIONAL CHARGES: Charges will be allowed, at the contractor's quoted prices, for the following items [(a), (b) and (c)] in accordance with the specifications in this contract. * * *

Pensacola inadvertently submitted its bid on a schedule of prices which related to a different program which was also being solicited by GPO during the same general timeframe. The entire bid submitted consists of the price schedule and a cover sheet which includes only the bidder's name and address and the program number. The two schedules are somewhat similar; however, that submitted by Pensacola related to Program 1413-S and described the requirement as follows:

"I. COMPLETE PRODUCT: Prices are all inclusive for producing a complete high quality magazine in accordance with the specifications in this contract. The prices quoted shall include all materials and services necessary such as line and halftone negatives, printing, all necessary paper, binding, packing, palletizing, and packing for shipping."

Under the schedule for Program 1413-S, there is no "additional charges" section; hence, Pensacola's bid did not indicate any prices for such services. Since Pensacola's low bid failed to indicate prices for the additional charges categories, the contracting officer determined that it be rejected as nonresponsive.

Where, as here, a solicitation includes an explicit requirement that bidders insert prices for all items and warns that failure to do so may result in rejection of the bid, we have held that a bid which has such an omission should be rejected as nonresponsive. Goodway Graphics of Virginia, Inc., B-193193, April 3, 1979, 79-1 CPD 230.

This result derives from the rule that to be considered responsive a bid as submitted must be an offer to perform, without exception, the exact thing called for in the invitation, such that an acceptance will bind the contractor to perform in accordance with all the terms and conditions therein. Thus, a bidder's intent to comply with a solicitation must be discernible from the face of the bid at the time of bid opening; otherwise, it cannot be said to offer, without exception, the exact thing called for. National Reporting Co., B-192845, February 7, 1979, 79-1 CPD 83. Where, as here, a bidder has failed to submit a price for an item, he generally cannot be said to be obligated to perform that service as part of the other services for which prices were submitted. Goodway Graphics of Virginia, Inc., supra.

We also note that even without the omission of prices for the additional charges items, Pensacola's bid as submitted could have been rejected as nonresponsive since the "complete product" services it stated it was offering were not those which were called for under the correct solicitation schedule.

Pensacola has argued that the intended bid was clear and that the omission should have been waived as a minor informality under Federal Procurement Regulations (FPR) § 1-2.405 (1964 ed., Circ. 1). Pensacola also argues that its bid should have been "processed" under the mistake in bid procedures, FPR § 1-2.406 (1964 ed., Circ. 1). Pensacola bases this argument on the premise that the additional charges are already required under the complete product clause which states that: "* * * prices are all inclusive for producing a complete high quality magazine in accordance with the specification in this contract." Pensacola further argues that it has printed the magazine under previous GPO solicitations, and in each instance it has indicated only a nominal charge for the "additional services" in its bid, and, in fact, has never billed the Government for these services, nor does it now intend to so bill.

However, to whatever extent such an "all inclusive" requirement might be binding, it cannot be said to have any effect here since the services required under the schedule actually submitted by Pensacola are not the same as those contained in the relevant schedule, as can be seen by comparing the above-cited provisions relating to the "complete product." The schedule for the requirement being solicited includes all materials and services necessary for such items as composition, color separations, proofs and furnishing preaddressed "Postage and Fees Paid" mailing labels, none of which were mentioned under the services referenced in the schedule which Pensacola submitted.

The fact that Pensacola may have performed the "additional services" in question under prior contracts at nominal or no cost is of no consequence since it is not binding on Pensacola under the instant IFB. In any event, we have explicitly held that since the intent of a bid must be obvious on its face, a bidder may not explain the meaning of its bid after bids have been opened, Aeroflow Industries, Inc., B-197628, June 9, 1980, 80-1 CPD 399. The mistake in bid procedures may not be used to transform a nonresponsive bid into a responsive bid, General Engineering and Machine Works, Inc., B-190379, January 5, 1978, 78-1 CPD 9.

Accordingly, Pensacola's bid was properly rejected as nonresponsive.

The protest is denied.



For the Comptroller General
of the United States